



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Marcha Powell, Buyer
5204 Bernard Drive SW, Suite 300 F
Roanoke VA 24018
(540) 772-2061 – Ext 308
(540) 772-2074 – Fax

January 16, 2007

**Request for Proposals
CP 0748**

ADDENDUM NUMBER 1

BASEBALLS AND SOFTBALLS

Three(3) complete copies of
Sealed Proposals Due

January 23, 2007

**3:00 PM
(Local Prevailing Time)**

**Baseballs and Softballs
RFP CP # 0748**

Addendum # 1 is being issued for the following reason:

To respond to the following questions we received.

1. **Question:** Do you want soft touch or soft stitch 11" incrediballs?

Answer: 11" Incrediballs

2. **Question:** Also no one makes a RIF softball with the NSA Association.

Answer: As far as the NSA stamp, don't worry about it. Dixie Stamp is fine.

3. **Question:** There is also 11" and a 12" RIF level 10 balls listed twice in the specifications.

Answer: The balls are listed twice because one is synthetic and one is leather

4. **Question:** Are they supposed to be the same and are they leather or synthetic?

Answer: One is synthetic and one is leather.

END OF ADDENDUM # 1



County of Roanoke

**Finance Department
Purchasing Division**

**5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018-0798**

Marcha K. Powell, Buyer

P.O. Box 29800
(540) 772-2061, Ext. 308
(540) 561-2857 (FAX)

Request for Proposals
CP 0748

BASEBALLS AND SOFTBALLS

*Three(3) complete copies of
Sealed Proposals Due*

January 23, 2007

3:00 PM
(Local Prevailing Time)

Request for Proposal # CP0748
Baseballs and Softballs
January 9, 2007

The County of Roanoke, on behalf of, the Roanoke County Department of Parks & Recreation request sealed proposals for an annual contract for supplying baseballs and softballs for the County Parks and Recreation Department. It is the intent of Roanoke County to establish an annually renewable contract.

Three (3) copies of the sealed proposal will be received at and until **3:00 PM (local prevailing time) on January 23, 2007**, only in the office of Roanoke County Purchasing, 5204 Bernard Drive, Suite 300-F, P.O. Box 29800, Roanoke, Virginia 24018. Any responses received after the date and time listed above will not be accepted and returned to the offeror unopened. Your response should be submitted in a sealed envelope/package, clearly marked; "RFP CP 0748 Baseballs and Softballs"

As this is a sealed formal request for proposal, no faxed proposals will be accepted.

Once proposals are received, a committee will review all of the technical responses. Based on the evaluation of these, informal discussions may be conducted with those firms deemed to be most fully qualified and suited to the work. Negotiations may be conducted. Roanoke County will provide the mechanism for the evaluation of all information received the final determination of responsible offerors and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals.

Individuals with disabilities, who require assistance or special arrangements in order to participate in delivering the proposal, please contact me. We require that you provide at least a 48-hour notice so the reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation of assistance, which may be required for your participation.

Roanoke County solicits participation from minority owned businesses.

Marcha Powell, Buyer,
Roanoke County Finance Department
Purchasing Division
Phone (540) 772-2061, Ext. 308
mpowell@roanokecountyva.gov

SCOPE OF WORK

Furnish baseballs and softballs to Roanoke County Parks and Recreation Department for use during games for league play and practice.

Proposal Requirements:

Submit with your proposal:

1. Brief summary about your company, listing name/address/telephone/fax, as well as, number of years in business, experience, etc.
2. List three (3) companies you deal with that you consider similar to Roanoke County as references. List phone number and contact for each.
3. Before award, as part of the evaluation process the County may require financial information about your company.
4. The proposer must supply a "sample" of each type ball being proposed for evaluation by the committee. Samples are due at the same time as the proposals. Failure to submit samples may be cause for proposal to be rejected. These samples must be sent to the following:

County of Roanoke
Purchasing Division
5204 Bernard Drive
Suite 300-F
Roanoke, Virginia 24018-0798
Attention: Marcha Powell

Specifications:

1. **Game Balls: Estimated Quantity per season = 457 Dozen (as follows)**

Estimated Quantity = 150 Dozen

Little League: leather cover, cushioned cork center, Quality yarn winding, Poly-Cotton finishing wind.

Estimated Quantity = 120 Dozen

Senior Little League: leather cover, cushioned cork center, Quality yarn winding, Poly-Cotton finishing wind.

Estimated Quantity = 110 Dozen

Dixie Youth: leather cover, cushioned cork center, Quality yarn winding, Poly-Cotton finishing wind.

Estimated Quantity = 60 Dozen

Dixie Boys: leather cover, cushioned cork center, Quality yarn winding, Poly-Cotton finish wind.

Estimated Quantity = 10 Dozen

T-Balls: Polysoft core, synthetic leather cover, soft touch.

Estimated Quantity = 10 Dozen

T-Balls: Safety 1S (1S RIF) T-Balls

Estimated Quantity = 28 Dozen

Safety: Safety 5-S RIF Level 5 Baseballs

2. **Softballs: Estimated Quantity per season = 82 Dozen (as follows)**

Estimated Quantity = 35 Dozen

11" Incrediballs: Stingless, safe, softwound balls with lock stitched, double-knit cover, and washable. Last as long as a regular ball and will carry 75% of distance when hit.

11" level 10 RIF: optic yellow cover- NSA

Estimated Quantity = 46 Dozen

11" level 10 RIF: optic yellow cover-NSA

12" level 10 RIF: optic yellow cover-NSA

Estimated Quantity = 36 Dozen

12" level 10 RIF: optic yellow cover-NSA

3. **Warranty:**

Proposer must have policy for replacement of balls found to be defective by the County. It will be the decision of the County when a ball is defective.

4. **Lead time:**

Proposer must list delivery time from receipt of order by proposer to shipment of product. Back orders only accepted with approval from Parks and Recreation Department of Roanoke County.

5. **Shipping:**

Shipping costs is the responsibility of the proposer.

6. **Re-orders:**

Must be able to re-order during the year at same unit prices on contract.

Evaluation Criteria:

Evaluation factors include, but are not limited to the following:

1. Cost
2. Quality, availability and suitability of the material involved.
3. Ability, capacity and skill of the proposer to provide the service.
4. Timeliness.
5. Character, integrity, reputation, judgement, experience and efficiency of the proposer.
6. Quality of performance of previous contracts.
7. Sufficiency of the financial resources and ability of the proposer to provide the service.

A committee will be established to evaluate all responses. Roanoke County reserves the right to make a site visit to your business location to inspect products, inventories, and facilities. Informal discussions may be conducted with those offerors deemed to be most qualified and suitable for the solicitation requirements. Offerors shall be accorded fair and equal treatment with regards to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers. In compliance with section 17-74 of the County Procurement Code no information regarding the identity of the offerors nor the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains proprietary information, please make note of such on separate cover with a brief explanation.

Questions concerning this Request for Proposal should be directed to:

Technical questions:

Star Patton at 540-387-6078, Ext. 243 or Allen Hayes at 540-387-6078 Ext. 254

Questions about the proposal or process:

Marcha Powell (540) 772-2061, Ext. 308

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Whenever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board.

Submission and Receipt of Bids

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one(1) electronic copy on CD/DVD is preferred.

Acceptance or Rejection of Proposals

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

Proposal Guaranty

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Compliance with Laws

The offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court

of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

Tax Exemption

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

Ethics in Public Contracting

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Anti-Discrimination

By submitting their proposal, all offerors certify to Roanoke County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of more than \$10,000 the following provisions shall apply:

- (a) During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in

every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contract

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Modification of Contract

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

Assignment of Contract

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

Cancellation of Contract

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the County of Roanoke or any of their agents or employees by any employee of the vendor, or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Default

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

Antitrust

By entering into a contract, the offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

Performance Bond

At the time of or prior to the execution of the contract, the County reserves the right to require the successful offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

Delivery Point

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the proposal price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County

Acceptance of Material

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

Warranty/Returns

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

Delivery

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

Copyright or Patent Rights

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal.

The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Certification and Ability

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

Data on convictions for certain crimes and child abuse and neglect

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

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NOTICE OF PROPRIETARY INFORMATION FORM
RFP # CP 0748 Baseballs and Softballs

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A – This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B – This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C – This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

COST SHEET FOR RFP #CP 0748 – BASEBALLS AND SOFTBALLS

Baseballs

Little League	Approx. 150 dozen	\$_____ /dozen
Senior Little League	Approx. 120 dozen	\$_____ /dozen
Dixie Youth	Approx. 110 dozen	\$_____ /dozen
Dixie Boys & Majors	Approx. 60 dozen	\$_____ /dozen
T-Ball	Approx. 15 dozen	\$_____ /dozen
T-Ball S1 (RIF 1S)	Approx. 10 dozen	\$_____ /dozen
Safety 5-S (RIF Level 5) Baseballs	Approx. 28 dozen	\$_____ /dozen

Softballs

11" Incrediballs	Approx. 35 dozen	\$_____ /dozen
11" level 10 RIF (optical yellow)	Approx. 45 dozen	\$_____ /dozen
11" level 10 RIF (optical yellow)	Approx. 45 dozen	\$_____ /dozen
12" level 10 RIF (optical yellow)	Approx. 35 dozen	\$_____ /dozen
12" level 10 RIF (optical yellow)	Approx. 35 dozen	\$_____ /dozen

(Company)

(By)

(Title)

(Telephone/Fax)

County of Roanoke
Department of Purchasing
P. O. Box 29800
Suite 300-F
Roanoke, Virginia 24018
Attn: Marcha Powell, Buyer

SIGNATURE FORM
RFP CP # 0748
ROANOKE COUNTY
Baseballs and Softballs

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP CP #0748.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke or the Roanoke County School Board, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke or the , pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke or the Roanoke County School Board.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

FEIN _____ Phone _____

Fax _____ Email _____

Authorized Signature _____

Name/Title (please print) _____

Date _____